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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OFFICINE PANERAI A.G. and PANERAI, a division of RICHEMONT NORTH AMERICA, INC., Plaintiffs, v. JEFFREY, INC. dba RESULTCO, Defendant.	Civil Action No. ________________ **COMPLAINT** **(JURY TRIAL DEMANDED)**

Plaintiffs Officine Panerai A.G. and Panerai, a division of Richemont North America, Inc. (together, "Panerai" or "Plaintiffs"), for their Complaint against defendant Jeffrey, Inc. dba Resultco ("Defendant"), allege as follows:

SUBSTANCE OF THE ACTION

1. Panerai is one of the world's most renowned luxury watch houses. For decades, watches bearing the PANERAI mark have been highly regarded throughout the world as finely crafted works of art. One of the most well-known features of PANERAI watches is a distinctive bridge design, which is the subject of several federal registrations.

2. Defendant is a watch manufacturer, distributor, and retailer. All of the claims asserted herein arise out of and are based on Defendant's unlawful manufacture, promotion, distribution, and sale of watches bearing imitations of Panerai's federally registered trade dress.

3. Panerai therefore brings claims for trade dress infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1); unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); and related claims of trade dress infringement and unfair competition under New York common law. Panerai seeks injunctive and monetary relief.

JURISDICTION AND VENUE

4. This Court has jurisdiction under Section 39 of the Lanham Act, 15 U.S.C. § 1121, and under Sections 1331 and 1338(a) and (b) of the Judicial Code, 28 U.S.C. §§ 1331, 1338(a) & (b). The Court has supplemental jurisdiction over the state law claims under Section 1367(a) of the Judicial Code, 28 U.S.C. § 1367(a).

5. This Court has personal jurisdiction over Defendant under New York Civil Practice Law and Rules §§ 301 and/or 302 because Defendant continuously and systematically conducts, transacts, and solicits business in this district, and/or because Defendant offers its products for sale on the internet and facilitates purchase of its products by consumers in this district, and because Defendant ships and sells products in and to this district.

6. Venue is proper in this district pursuant to Sections 1391(b) and (c) of the Judicial Code, 28 U.S.C. §§ 1391(b) and (c), because Defendant is subject to personal jurisdiction in this district due to its transaction of business herein, and because a substantial portion of the events at issue have arisen and will arise in this judicial district and Plaintiffs are suffering harm in this district.

THE PARTIES

7. Plaintiff Officine Panerai A.G. is a corporation organized and existing under the laws of Switzerland, having a principal place of business at Hinterbergstrasse 22, Postfach 61, 6312 Steinhausen, Switzerland.

8. Plaintiff Panerai, a division of Richemont North America, Inc. is a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 645 Fifth Avenue, New York, New York 10022. Panerai, a division of Richemont North America, Inc. is the exclusive distributor of Panerai products in the United States.

9. For the purposes of this Complaint, except where specified, the interests of Plaintiffs Officine Panerai A.G. and Panerai, a division of Richemont North America, Inc. are as a practical matter identical, and they are herein referred to individually and collectively as "Panerai" or "Plaintiffs."

10. Upon information and belief, Defendant Jeffrey, Inc. dba Resultco is a corporation organized and existing under the laws of the State of Michigan, having a principal place of business at 3160 Haggerty Road, Suite K, West Bloomfield, Michigan 48323.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

I. PANERAI'S BUSINESS AND IP RIGHTS

A. The PANERAI Brand and Business

11. Panerai is a world-famous supplier of luxury precision sports watches and accessories, all sold under the PANERAI name and mark. Since Giovanni Panerai opened his first watchmaker's shop in Florence, Italy in 1860, Panerai has been renowned for innovation in precision sport watch design and manufacture, and has introduced a number of new and important watch technologies. Today, Panerai watches appeal to the luxury goods market and are considered watches of the highest caliber.

12. Panerai's watches are sold only in company-owned stores and in authorized retail stores. Before a third-party retailer is permitted to sell Panerai watches, Panerai carefully

reviews the retailer to ensure that it is capable of delivering a purchasing experience that matches the luxury image of the brand.

B. Panerai's Distinctive Bridge Design and Related Intellectual Property Rights

13. One of Panerai's most well-known and sought-after watches is the Luminor 1950 watch. Based on the Luminor watch first developed after World War II, the Luminor 1950 watch is characterized by its bridge design, as shown below:

LUMINOR
PANERAI
GMT
CERAMICA

14. Over time, Panerai has introduced several variations of the original Luminor watch, but all models still feature the distinctive bridge design, which is composed of a unique combination of elements that collectively create a particular trade dress that is characteristic of Panerai watches (the "Panerai Bridge Trade Dress"). A close-up of an example of the Panerai Bridge Trade Dress is depicted below:

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15. The Panerai Bridge Trade Dress cannot be described perfectly in words. However, the Panerai Bridge Trade Dress consists of a bridge device over a watch crown comprising:

a. a curved enclosure

b. with an arc on the outer side and

c. a rectangular opening at the center of the base of the arc

d. and which arc extends from the right side of the watch (or left side in the case of left handed watches),

e. surrounding the top of a crown,

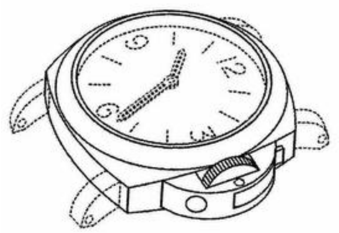
f. with the sides of the crown remaining visible.

16. For decades and continuing through today, Panerai has made widespread and exclusive use of the iconic Panerai Bridge Trade Dress. Panerai has invested a considerable amount of time, effort, and money advertising and promoting its watch products bearing the Panerai Bridge Trade Dress and has enjoyed enormous success selling such products in the United States and around the world. Products bearing the Panerai Bridge Trade Dress have

received unsolicited media coverage due to their innovative and distinctive design and their reputation in the watch industry.

17. By virtue of extensive sales, advertising, and promotion, the Panerai Bridge Trade Dress has become instantly recognizable to the public as exclusively denoting Panerai and signaling the high quality of its watches. As such, the Panerai Bridge Trade Dress has obtained secondary meaning and is an enormously valuable asset of Panerai.

18. In addition to Panerai's extensive and strong common law rights in the Panerai Bridge Trade Dress, Plaintiff Officine Panerai A.G. owns the following registrations for the Panerai Bridge Trade Dress:

Trade Dress	*Reg. No.*	*First Use*	*Registered Goods*
	4,971,867	1997	Watches
	3,942,579	Dec. 31, 1998	Watches
	3,178,943	1994	Watches

19. Printouts detailing the registration information for the above registered trade dresses are attached hereto as Exhibit A. These registrations are all valid, subsisting, and in full force and effect.

II. DEFENDANT'S UNLAWFUL ACTIVITIES

20. On information and belief, Defendant is a watch manufacturer, wholesaler, and retailer. Defendant distributes and offers for sale its watches under several different brand names, including HERITOR, BREED, MORPHIC, MOS, and REIGN.

21. On information and belief, Defendant offers for sale its watches on websites associated with each brand, such as www.heritorwatches.com, www.wearbreed.com, www.morphicwatches.com, www.moswatches.com, and www.reignwatches.com. Defendant, on information and belief, also distributes its watches to third-party distributors and retailers.

22. On information and belief, Defendant has manufactured, advertised, offered for sale, sold, distributed, imported, and/or exported watches that bear imitations of the Panerai Bridge Trade Dress.

23. Specifically, Defendant has offered for sale on its various branded websites the watches shown in Exhibit B.

24. On information and belief, Defendant has sold watches that bear imitations of the Panerai Bridge Trade Dress to distributors and retailers as well as consumers.

25. On information and belief, Defendant's activities are being done willfully, with the knowledge that the watches being offered for sale are not genuine Panerai watches and that such watches are confusingly similar to the Panerai Bridge Trade Dress.

26. Indeed, Defendant has actual knowledge of Panerai's rights in its Panerai Bridge Trade Dress. In November and December 2016, Panerai's outside counsel sent Defendant two

cease-and-desist letters in which Panerai advised Defendant of Panerai's rights in the Panerai Bridge Trade Dress and demanded that Defendant cease its sale of the infringing watches. Defendant did not provide any substantive response to Panerai's letters and continues to offer for sale watches that bear imitations of the Panerai Bridge Trade Dress.

27. Defendant is not related to or affiliated with Panerai in any way. Defendant has not sought or received a license or authorization from Panerai for any purpose whatsoever, including for the acts described herein.

28. Defendant's sale of infringing products unlawfully wrests from Panerai control over its reputation and is unjustly enriching Defendant.

29. Defendant's unauthorized acts as described herein have caused and will continue to cause irreparable damage to Panerai and its business and goodwill unless restrained by this Court.

FIRST CLAIM FOR RELIEF:
INFRINGEMENT OF REGISTERED TRADE DRESS IN
VIOLATION OF 15 U.S.C. § 1114(1)

30. Panerai repeats and incorporates herein by reference each of the foregoing allegations.

31. The Panerai Bridge Trade Dress is used in commerce, is non-functional, and has acquired secondary meaning as the indicator of Panerai as the exclusive source of products containing or incorporating such design.

32. Defendant has adopted the Panerai Bridge Trade Dress and has, without Panerai's authorization or consent, manufactured, imported, displayed, advertised, reproduced, distributed, exported, offered for sale, and/or sold watches that contain or incorporate the Panerai Bridge

Trade Dress that is the subject of U.S. Registration Nos. 3,178,943, 3,942,579, and 4,971,867 or designs that are confusingly similar thereto.

33. Defendant's conduct is likely to cause confusion, cause mistake, and/or deceive as to the affiliation, connection, or association between Defendant and Panerai, and/or as to Panerai's sponsorship or approval of Defendant's goods, services, and/or commercial activities.

34. As a result of the foregoing, Defendant has falsely designated the origin of its products, all in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

35. Upon information and belief, Defendant's aforesaid conduct has been undertaken knowingly, willfully, and in bad faith.

36. Defendant's aforesaid conduct has caused, and unless enjoined by this Court, will continue to cause, Panerai to sustain irreparable damage, loss, and injury, for which Panerai has no adequate remedy at law.

SECOND CLAIM FOR RELIEF: UNFAIR COMPETITION IN VIOLATION OF 15 U.S.C. § 1125(a)

37. Panerai repeats and incorporates herein by reference each of the foregoing allegations.

38. The Panerai Bridge Trade Dress is used in commerce, is non-functional, and has acquired secondary meaning as the indicator of Panerai as the exclusive source of products containing or incorporating such design.

39. Defendant has adopted the Panerai Bridge Trade Dress and has, without Panerai's authorization or consent, manufactured, imported, displayed, advertised, reproduced, distributed, exported, offered for sale, and/or sold watches that contain or incorporate the Panerai Bridge Trade Dress or designs that are confusingly similar thereto.

40. Defendant's conduct is likely to cause confusion, cause mistake, and/or deceive as to the affiliation, connection, or association between Defendant and Panerai, and/or as to Panerai's sponsorship or approval of Defendant's goods, services, and/or commercial activities.

41. As a result of the foregoing, Defendant has falsely designated the origin of its products, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

42. Upon information and belief, Defendant's aforesaid conduct has been undertaken knowingly, willfully, and in bad faith.

43. Defendant's aforesaid conduct has caused, and unless enjoined by this Court, will continue to cause, Panerai to sustain irreparable damage, loss, and injury, for which Panerai has no adequate remedy at law.

THIRD CLAIM FOR RELIEF:
COMMON LAW TRADE DRESS INFRINGEMENT

44. Panerai repeats and incorporates herein by reference each of the foregoing allegations.

45. Defendant's aforesaid conduct constitutes common law trade dress infringement under the common law of the State of New York.

46. Defendant's aforesaid conduct has caused, and unless enjoined by this Court, will continue to cause, Panerai to sustain irreparable damage, loss, and injury, for which Panerai has no adequate remedy at law.

FOURTH CLAIM FOR RELIEF:
COMMON LAW UNFAIR COMPETITION

47. Panerai repeats and incorporates herein by reference each of the foregoing allegations.

48. Defendant's aforesaid conduct constitutes common law unfair competition with Panerai under the common law of the State of New York.

49. Defendant's aforesaid conduct has caused, and unless enjoined by this Court, will continue to cause, Panerai to sustain irreparable damage, loss, and injury, for which Panerai has no adequate remedy at law.

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

1. Permanently enjoining and restraining Defendant, its agents, servants, employees, successors, and assigns and all those in active concert or participation with them, from:

(a) Imitating, copying, or making unauthorized use of the Panerai Bridge Trade Dress, including, without limitation, by manufacturing, reproducing, importing, distributing, displaying, advertising, promoting, offering for sale, selling, distributing, importing, or exporting any products bearing the Panerai Bridge Trade Dress or any other design that is confusingly similar to the Panerai Bridge Trade Dress;

(b) Using any false designation of origin or false description or performing any act that can or is likely to lead members of the trade or public to believe that Defendant is associated with Panerai or that any product manufactured, distributed, advertised, displayed, promoted, offered for sale, sold, imported, or exported by Defendant is in any manner associated or connected with Panerai, is a genuine product of Panerai, or is authorized, licensed, sponsored, or otherwise approved by Panerai;

(c) Engaging in any other activity constituting unfair competition with Panerai, or constituting an infringement of the Panerai Bridge Trade Dress; and

(d) Assisting or authorizing any third party to engage in any of the actions prohibited by subparagraphs (a)-(c) above, inclusive.

2. Directing that Defendant turn over to Plaintiffs for impoundment and eventual destruction, without compensation to Defendant, all materials in its possession or control that

violate the provisions of paragraphs 1(a)-(b) above, along with all articles by means of which such unauthorized copies may be reproduced.

3. Directing that Defendant, at its own expense, recall from any distributors, retailers, vendors, or others to whom it has distributed materials that violate the provisions of paragraph 1(a)-(b) above, and that Defendant deliver up to Plaintiffs for destruction all materials returned to it.

4. Directing that Defendant, pursuant to 15 U.S.C. § 1116(a), file with the Court and serve upon Plaintiffs, within thirty (30) days of the entry of injunction prayed for herein, a written report under oath or affirmed under penalty of perjury setting forth in detail the form and manner in which it has complied with the permanent injunction.

5. Granting Plaintiffs all damages sustained as a result of Defendant's unlawful activities described above, together with appropriate interest thereon and that such sums be trebled.

6. Granting Plaintiffs all the gains, profits, savings, and advantages realized by Defendant from its unlawful actions described above and that such sums be enhanced.

7. Granting Plaintiffs punitive damages.

8. Granting Plaintiffs their full costs, including, as part of such costs, reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

9. Granting Plaintiffs both pre-judgment and post-judgment interest on each and every monetary award.

10. Granting Plaintiffs such other and further relief as the Court may consider equitable, just and proper.

Dated: April 26, 2017

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